

June 11, 2024

VIA E-MAIL

Manor Housing Public Facility Corporation
Attention: Christopher Harvey

Manor Leased Housing Development I, LLC
Attention: Neal Route
nroute@dominiuminc.com

Re: Manor Housing Public Facility Corporation
(Tower Road Apartments)

Gentlemen:

As you know, we will represent and serve as disclosure counsel (“*Disclosure Counsel*”) to the Manor Housing Public Facility Corporation (the “*Issuer*”) in connection with the proposed issuance of tax-exempt obligations for the Tower Road Apartments project (the “*Bonds*”), the proceeds of which are to be loaned to Manor Leased Housing Associates I, Limited Partnership (the “*Borrower*”). We look forward to working with you on this financing and wanted to take this opportunity to set forth the scope of our responsibilities as Disclosure Counsel in connection with the captioned financing, and to describe the basis for our compensation.

Identification of Client. In our role as Disclosure Counsel in conduit bond issues such as this, although the Issuer only, and not the Borrower, Manor Leased Housing Development I, LLC (the “*Developer*”) or any affiliate of the Borrower or the Developer, is our client, the fees and expenses of Disclosure Counsel are the responsibility of the Borrower and the Developer.

Scope of Services. As Disclosure Counsel, we will work with the Issuer, the Borrower, the Developer, the underwriter, counsel for the underwriter, financial advisors, bond counsel, the trustee and others (the Issuer, the Borrower and all of the foregoing persons or firms, collectively, the “*Participants*”) and prepare and compile the official statement (the “*Official Statement*”) relating to the Bonds. The Participants, including particularly the Borrower, should understand that the primary obligation for adequate disclosure rests with the Borrower, and recognize that substantial parts of the offering document may be prepared by other Participants, who will have their own obligations for adequate and complete information with respect to information that they supply. In compiling such offering document, we are *not* undertaking to perform the duties of the Borrower, the Developer or the Issuer or any other transaction participant to provide full, complete and accurate information. We will not pass upon, or assume responsibility for, the accuracy or completeness of, and will not independently verify, the underlying facts ultimately included in the Official Statement. In particular, we will not be reviewing or passing upon (i) the information

relating to The Depository Trust Company and its book-entry only system; (ii) the information relating to the credit providers, if any, contained or incorporated in any section of, or appendix to, the Official Statement containing information relating to any credit provider, (iii) any financial statements or other financial, operating, statistical or accounting data contained or incorporated therein; (iv) information concerning any past, pending or threatened litigation against the Issuer, the Borrower or the underwriter of the Bonds; (v) information summarizing the opinion of bond counsel with respect to the tax exemption of the interest on the Bonds; nor (vi) the information concerning the Borrower or the Issuer contained in or incorporated by reference.

Our services as Disclosure Counsel are limited as stated above (the “*Services*”). Among other things, our *Services do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the refunding, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the Borrower, or of the Bonds or the form, content, adequacy or correctness of any financial statements. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.
2. Independently establishing the veracity of certifications and representations of the Issuer, the Borrower or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as “EMMA”) to verify the information relating to the Bonds, and we will not undertake a review of any websites to establish that information contained therein corresponds to that which were provided independently in certificates or other transaction documents.
3. Opining on the validity or tax exemption of the interest on the Bonds.
4. Performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement; opining on securities law compliance or as to the continuing disclosure undertaking pertaining to the Bonds; or, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
5. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the “*IRS*”), blue sky or investment surveys with respect to the Bonds.
6. Any other services not specifically set forth above in the *Services*.

Legal Fees. Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, our fee for Disclosure Counsel services will be \$35,000. Additionally, we would expect to be reimbursed for any out-of-pocket expenses incurred.

The Borrower may pay the remaining fees out of the proceeds of the Bonds, subject to federal tax law limits, or out of other funds available to the Developer or the Borrower, at your option. If for any reason the financing is abandoned or terminated, we would expect to bill for services rendered and expenses incurred to the date of abandonment or termination of the financing. In such case, we would look to the Developer for the payment of such fees. Our willingness to proceed with our work as Disclosure Counsel is expressly premised on the understanding that we will be paid for such work, whether or not the Bonds are actually issued.

Consent to Potential Adverse Party Conflict. In light of the extent of our finance-related practice, it is possible that some of our present or future clients will have matters adverse to the Issuer during the course of this engagement. From time to time, we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit or liquidity facilities, rating agencies, investment providers, brokers of financial products, financial advisors, conduit issuers and other persons active in the public finance market on a wide range of issues. The Issuer's acceptance of our services and execution of this engagement letter constitutes its consent to these other past, present and future engagements.

General Terms. Upon execution of this engagement letter, the Issuer will be our client, and an attorney-client relationship will exist between us. However, our services as Disclosure Counsel are limited as set forth in this engagement letter, and the execution of this engagement letter by the Developer and the Issuer will constitute an acknowledgment of those limitations.

This engagement letter shall be deemed to have been made, executed and delivered in the State of Texas. The parties hereto agree that any action or proceeding related directly or indirectly to this agreement shall, at our election, be maintained only in courts located in the State of Texas. The parties hereto hereby irrevocably consent to the jurisdiction and venue of any such court.

This engagement letter contains the entire agreement between the parties hereto respecting the settlement of any lawsuit. The parties hereto acknowledge and agree that this agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Please acknowledge your acceptance of this engagement letter by executing in the space provided below and returning an executed engagement letter to us at your earliest convenience.

[Remainder of page intentionally left blank.]

Sincerely,

CHAPMAN AND CUTLER LLP

By Ryan J. Bowen
Ryan J. Bowen

ACKNOWLEDGED AND AGREED TO:

MANOR LEASED HOUSING DEVELOPMENT I, LLC

By _____
Name: _____
Title: _____

MANOR HOUSING PUBLIC FACILITY CORPORATION

By _____
Name: Christopher Harvey
Title: President